

**Bill To:****State of Idaho**

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**Send invoices to the  
address listed  
below or as indicated in  
the  
comments or instructions  
field  
Boise, ID 83720-0075**

**State of Idaho**

THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

**Participating Addendum  
Contract Extension**

**Participating Addendum  
PADD1002 - 01**

**DELIVER**

**TO: Various State Agencies  
Located throughout Idaho  
\*\*\*\*  
Various, ID 83701**

**Date: Fri Jun 23, 2006  
F.O.B: Destination  
Terms: net 30**

**VENDOR: AWS National Accounts, LLC  
Subsidiary of AT&T Wireless  
11th Floor  
2398 E. Camelback Rd  
Phoenix, AZ 85016  
Attn: Primary Account Representative  
Vendor Nbr:  
Emailed To: scott.s.cannon@attws.com  
Phone: 480 654-3735  
Fax: 480 832-2117  
Account Number: P00000054392**

**Start of Service Date Sat Jul 01, 2006  
End of Service Date Sun Dec 31, 2006**

**RFQ#: RFQ03629  
DOC#: PREQ6571**

**File(s) Attached:**

- ☐ **ATTPADD1002PA\_Pt1.PDF**
- ☐ **ATTWSCAContract.pdf**
- ☐ **wsca\_extension.pdf**

**Buyer: State Purchasing CC 208-327-7465**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		1.00
	<b>Total:</b>			<b>1.00</b>
	<p>*****PADD1002 Extension</p> <p>This contract extension and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number PADD1002, dated September 15, 2003 for Wireless Communication Services pursuant to WSCA Master Price Agreement 10-00115 from AT&amp;T Wireless, now Cingular Wireless for various state of Idaho agencies, institutions, departments, and Public Agencies, between Cingular Wireless, as "Contractor" and the State of Idaho as "State". Contractor and State hereby agree as follows:</p>			

<b>Blanket Comments:</b>	<p>All of the terms and conditions contained in this Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this EXTENSION is July 1, 2006.</p> <p>This contract is renewed for six (6) months commencing July 1, 2006 and expiring December 31, 2006. The same terms, conditions and prices prevail for the contract extension period.</p> <p>The dollar amount listed in the contract extended pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or maybe dependent upon the specific terms of the Contract.</p>
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Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement # 10-00115 from AWS National Accounts, LLC, a subsidiary of AT&T Wireless. (915-75) (nt)	1 LT	1.00	1.00

<b>General Comments:</b>	<p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address: ..</p> <p>---Company Name:.....AWS National Accounts, LLC</p> <p>---Attn:.....Daniel Dunham</p> <p>---Address:.....1600 SW Fourth Avenue</p> <p>---City, State, Zip:.....Portland, OR 97201</p> <p>Phone Number:.....503-880-8001</p> <p>Fax Number: .....503-306-6992</p> <p>E-Mail: .....daniel.dunham@attws.com</p> <p>Contract Pricing:.....See web site <a href="https://www.attws.com/wsca/">https://www.attws.com/wsca/</a></p> <p>.....Rate Plans = Generally up to 15% discount off voice and data services</p> <p>.....Equipment = \$50 off all handsets for new activation</p> <p>.....Accessories = 25% discount</p> <p>.....Activation Fee = \$36.00, promotions may reduce cost</p> <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>
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<b>Instructions:</b> <b>Freight / Handling Included in Price</b>	
	By: <b>GREGORY D. LINDSTROM</b>

PARTICIPATING ADDENDUM  
State of Idaho Contract Number ~~SBPO~~ PA221002

**WESTERN STATES CONTRACTING ALLIANCE  
AWS NATIONAL ACCOUNTS, LLC, subsidiary OF AT&T WIRELESS  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
MASTER PRICE AGREEMENT  
New Mexico Price Agreement Number 10-00115**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized Purchasing Entities under the terms and conditions of the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, #10-00115 (the "Master Price Agreement"), as modified by this Participating Addendum. Authorized Purchasing Entities include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to issue Purchase Orders with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Unless otherwise defined, all capitalized terms in this Participating Addendum will have the meanings ascribed to them in the Master Price Agreement.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are AWS National Accounts, LLC, subsidiary of AT&T Wireless (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho Administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

Each calendar quarter, Contractor will pay to State an administrative fee equal to 1% (one percent) of the total Qualified Charges incurred by Purchasing Entities in connection with this Participating Addendum during that period (the "Administrative Fee"). The State and Contractor acknowledge and agree that any Service Discount provided hereunder will be reduced by 1% (one percent) as an offset for the Administrative Fee.

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include (i) details of the Qualified Charges for the applicable calendar quarter; and, (ii) Contractor's corresponding calculation of the Administration Fee due State for such quarter. The report shall be accompanied with a check for the Administrative Fee payable to the Treasurer, State of Idaho. This report will be provided 30 calendar days from the close of the calendar quarter.

c. Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of New Mexico Price Agreement No. 10-00115 or Paragraph 31 (Governing Law), New Mexico Price Agreement No. 10-00115 is supplemented with the following, which shall apply to this Participating Addendum.

The State of Idaho's Participating Addendum and all Purchase Orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Participating Addendum are clearly inconsistent therewith, the Participating Addendum shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Participating Addendum entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Participating Addendum shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Participating Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Participating Addendum will remain in force.

d. Assignment:

Paragraph 39 (Assignment) of the Master Price Agreement is deleted in its entirety and replaced with the following:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

3. **Lease Agreements:** A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, IT Purchasing Officer  
Division of Purchasing  
5569 Kendall Street (Zip 83706-1231)  
P O Box 83720  
Boise, ID 83720-0075  
Ph: 208-327-7359

5. Price Agreement Number: All Purchase Orders issued by Participating Entities within the jurisdiction of this Participating Addendum shall include the following price agreement numbers:

10-00115 (New Mexico)  
~~SBPO # 001002~~ (Idaho)

6. Subcontractors: The following subcontractors are authorized to perform services.

("NONE")

This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Idaho  
Division of Purchasing

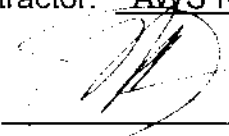
By: 

Name: Jan G. Cox

Title: Administrator

Date: \_\_\_\_\_

Contractor: AWS National Accounts, LLC

By: 

Name: Don Moore

Title: Director, Offer Development

Date: 7/10/03

**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS COMMUNICATION SERVICE AND EQUIPMENT**  
**MASTER PRICE AGREEMENT**

**10-00115**

This Agreement is made and entered into by AWS National Accounts, LLC, subsidiary of AT&T Wireless ("contractor") as agent for companies that operate commercial mobile radio telecommunication systems in the geographical areas covered by this agreement ("Carriers") and the New Mexico State Purchasing Agent ("NMSPA") on behalf of the State of New Mexico and the participating members of the Western States Contracting Alliance as well as other authorized purchasers.

The parties agree as follows:

1. Definitions

"Advertised Plans and Prices" means locally advertised plans and prices. Such plans and/or prices shall appear on the contract's web site and available to local purchasing entities at the time of the advertisement.

"Agreement Administrator" refers to the individual appointed by the NMSPA to administer this agreement on behalf of the State of New Mexico, the participating WSCA states and other authorized purchasers.

"Announced Promotion Prices" are prices offered nationally (or to one or more states) to specific categories of customers (including WSCA Participants) for defined time periods under defined Terms and Conditions.

"Documentation" refers to manuals, handbooks, and other publications and listed in the SES or supplied with equipment listed in the SES or supplied in connection with services.

"Educational Discount Price" means the price offered nationally or to one or more states which is limited to educational customers only.

"Equipment" refers to wireless devices and accessories used to access the contractor's wireless communication services. All such equipment shall be listed in the contractor's SES.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the price offered to WSCA members under the WSCA agreement at prices lower than SES pricing. Selection and pricing of General Price Reduction items shall be by mutual agreement of the parties. Either party can propose additions or deletions to the listing of General Price Reduction Items.

“Large Order Negotiated Price” means the price offered to specific procuring agencies or classes of procuring agencies under defined additional Terms and Conditions. Selection and pricing of Large Order Negotiated Prices shall be by mutual agreement of the parties. Large Order Negotiated Prices shall apply only to those items which meet the applicable additional Terms and Conditions (e.g., order quantity, time limitation, product configuration) negotiated by the parties.

“Lead State” means the State conducting the cooperative solicitation and centrally administering any resulting price agreement. New Mexico is the lead state for this price agreement.

“Lease” means an agreement approved by the participating entity that entitles procuring agencies to use contractor's equipment without rights of ownership.

“License” means a FCC document that authorizes wireless communication services in a given geographic area.

“Participating Addendum” means an bilateral agreement executed by the contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision, and may add other specific language or other requirements. The terms and conditions contained in any participating addendum shall effect only the purchases of procuring agencies within the jurisdiction of the participating entity signing the participating addendum. A participating addendum shall have no effect whatsoever on any other participating addendum or the scope of this agreement. One electronic copy of each participating addendum shall be filed with the agreement administrator within five (5) days after execution.

“Participating State” or “Participating Entity” means a member of WSCA or a political subdivision of a WSCA member who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state or political subdivision of another state authorized by WSCA to be a party to the resulting price agreement through the execution of a participating addendum.

“Permissive Price Agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Price Agreement” means a indefinite quantity contract which requires the

contractor to furnish products or services to a purchasing entity that issues a valid purchase order.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation. For New Mexico purchasing entities include all state agencies and local public bodies. New Mexico State agency means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, or educational institution. Local public body means a political subdivision of the state and the agencies, instrumentalities and institutions thereof including all cities, counties, courts and public schools.

“Products” refers to equipment and documentation or any other item furnished under this agreement but not to services.

“Purchase Order” means an electronic or paper document issued by the purchasing entity which directs the contractor to deliver products or services pursuant to this agreement.

“Servicing Subcontractors” refers to contractor authorized subcontractors who may be assigned by the contractor to provide products or services for a purchasing entity. The applicable participating addendum shall include a list of potential servicing subcontractors authorized by contractor to provide products or services in a given geographic region.

"Services" means any FCC licensed or authorized wireless services. This includes the transmission of voice, data or video content as well as optional two-way radio, messaging, voice mail, Internet access and/or related services. Wireless device maintenance, training and technical support services are included.

"Services and Equipment Schedule" or "SES" refers to a complete list, grouped by major product categories, of the services and products provided by the contractor which consists of an item number, item description and the Purchasing entity's price for each service or product or service. Such schedule shall be established and maintained on the contractor's Internet web site.

"Service and Equipment Schedule (SES) Prices" mean the prices offered to purchasing entities exclusive of Announced Promotional Prices, Education Discount Prices, General Price Reductions, or Large Order Negotiated Prices.

“WSCA” means the Western States Contracting Alliance, a cooperative group



contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. The WSCA directors may authorize the use of the price agreements by any state or political subdivision of a state subject to the approval of the local state director and appropriate statutory authority.

2. Scope of Work

The contractor shall deliver wireless communication services and products to procuring agencies in accordance with the terms of this agreement. This Agreement is a "price agreement". Accordingly, the contractor shall provide services or products only upon the issuance and acceptance by contractor of valid "purchase orders". Purchase orders may be issued to purchase services or to purchase or lease products listed on the contractor's SES.

- A. A purchasing entity may purchase or lease any quantity of product or service listed in the contractor's SES at the prices stated therein. For large orders, contractor and purchasing entity may negotiate quantity price discounts below the SES price(s) for a given purchase order.
- B. Contractor may offer authorized educational institutions educational price discounts that result in prices below the SES listed prices.

3. Title Passage

Title to purchased equipment shall pass to the purchasing entity upon acceptance.

4. Permissive Price Agreement and Quantity Guarantee

This agreement is not a non-exclusive permissive price agreement. Purchasing entities may obtain wireless communication services and equipment from other sources during the agreement term. The NMSPA and WSCA make no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or services will be procured.

5. Order of Precedence

Each purchase order that is accepted by the contractor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and condition of this agreement;
- B. exhibits to this agreement;
- C. executed participating addendum(s);
- D. the list of products and services contained in the purchase order including any service, lease or maintenance agreements;
- E. the request for proposals document 10-00115 ; and
- F. contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

A purchasing entity shall determine whether all services and products delivered meet the contractor's published specifications. No payment shall be made for any products or services until the services and products have been accepted in writing by the purchasing entity. Unless otherwise agreed upon between the purchasing entity and the contractor, within fifteen (15) days from the date the purchasing entity receives written notice from the contractor that payment is requested for services or within fifteen (15) days from the receipt of products, the purchasing entity shall issue a written certification of complete or partial acceptance or rejection of the products or services.

B. Payment of Invoice

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, interest shall be paid on the unpaid balance due to the contractor at the rate of one and one-half percent per month. The purchasing entity shall make a good-faith effort to pay within thirty (30) days after date of certification. Payments may be made via a purchasing entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the purchasing entity must pay for each shipment as invoiced by the contractor unless the purchasing entity has clearly specified "No Partial Shipments" on each purchase order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and shall be reported under the contractor's

federal and state tax identification numbers. If a purchasing entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the contractor shall be reimbursed by the purchasing entity to the extent of any tax liability assessed.

D. Invoices

Invoices shall be submitted to the purchasing entity.

7. Agreement Term

The agreement is effective on July 1, 2001 for a term of three (3) calendar years and may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this agreement. In no event shall this agreement remain in effect longer than five (5) years from the effective date.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the NMSPA may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, neither the NMSPA nor a purchasing entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, contractor may terminate this agreement, in whole or in part, by giving the agreement administrator thirty (30) days written notice. Such termination shall not relieve contractor of warranty or other service obligations incurred under the terms of this agreement.

B. Termination for Cause

Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing entity's Rights

In the event the agreement expires or is terminated for any reason, a purchasing entity shall retain its rights in all products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, a purchasing entity shall pay the contractor all amounts due for products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

A. The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a purchasing entity may terminate its obligations under this agreement, if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The purchasing entity's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

B. A purchasing entity shall provide sixty (60) days notice, if possible, of its intent to terminate for non-appropriation. Such termination shall relieve the purchasing entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order.

10. Shipment and Risk of Loss

A. Contractor shall ship all products F.O.B. destination. Risk of loss or damage to the products shall pass to the purchasing entity upon delivery to the purchasing entity. Contractor agrees to assist the purchasing entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the SES.

B. Whenever a purchasing entity does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with

respect to returned products except for loss or damage directly attributable to the negligence of the purchasing entity.

Unless otherwise agreed upon by the purchasing entity, the purchasing entity will deliver returned products to the contractor's closest business location at the expense of the purchasing entity.

- C. Unless otherwise arranged between the purchasing entity and contractor, all shipments of products shall be shipped second day delivery by certified carrier.

11. Wireless Program Description

- A. Service will be provided by contractor in accordance with the AWS Wireless Services Program, Information Navigator and Extranet Advantage program descriptions, attached.
- B. The parties acknowledge and agree that the attached program descriptions may be modified by contractor, from time to time, with the prior approval of the agreement administrator. Such approval shall not be unreasonably withheld.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The contractor shall defend, at its own expense, the State of New Mexico, WSCA, participating entities and purchasing entities against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a purchasing entity based upon the contractor's trade secret infringement relating to any service provided under this agreement, the contractor agrees to reimburse the State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the State of New Mexico, participating entity or purchasing entity shall:
  - 1. give the contractor prompt written notice of any claim;
  - 2. allow the contractor to control the defense or settlement of the claim; and
  - 3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

- B. If any service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
  - 1. provide a purchasing entity the right to continue using the service;
  - 2. replace or modify the service so that it becomes non-infringing; or
  - 3. terminate the service and refund an amount equal to the depreciated value of the returned product, less the unpaid portion of the purchase price and any other amounts which are due to the contractor.
- C. To the extent allowed by law, contractor agrees to pass-through to purchasing entity any manufacturer warranties.

13. Price Guarantees

The procuring agencies shall pay the lower of the prices contained in the SES or an announced promotion price, educational discount price, general price reduction price or large order negotiated price. Only general price reduction price decreases will apply to all subsequent orders accepted by contractor after the date of the issuance of the revised prices. Contractor agrees to maintain SES service and product prices in accordance with the volume price discount guarantees filed with the agreement administrator.

14. Services and Equipment Schedule

The contractor agrees to maintain the SES in accordance with the following provisions:

- A. The SES prices for products and services will conform to the guaranteed prices discount levels.
- B. The contractor may change the price of any product or service at any time without prior written notice, based upon list price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period.
- C. The contractor may make service and product model changes, add new services or products, product upgrades or services to the SES at any time and the pricing for the same shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the parties.
- D. The contractor agrees to delete obsolete and discontinued products from the SES on a timely basis.

- E. Major service or product model changes shall be incorporated in the SES as soon as possible after the announcement. In conjunction therewith or as soon as possible, the parties shall negotiate a price discount level for the new services or products as comparable as possible to the price discount level contained in the SES for similar services or products.
- F. The SES shall be maintained by the contractor on an Internet web site provided by the contractor.

15. Product Substitutions

Contractor may make product substitutions either to the internal system components, options or accessories as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped NOT the product ordered. To effect administrative savings, procuring agencies are instructed to make payments in accordance with this paragraph without requiring a delivery order modification. The following note will appear on the invoice.

"In accordance with the Product Substitutions paragraph in the Master Price Agreement, contractor has substituted a product on this order. The substitution is the same or better technology at the same or lower price."

16. Technical Support

The contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to purchasing entity personnel who wish to obtain competent technical assistance regarding the operation of products supplied by the contractor.

17. Termination of a Purchase Order

Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a purchasing entity may terminate its obligations under this agreement, or any extension thereof, for convenience by giving contractor sixty (60) days written notice of its intent to terminate a purchase order. The purchasing entity shall pay for the services rendered and accepted prior to the date of termination. Such termination shall relieve the purchasing entity, the purchasing entity's State, and its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order. Procuring agencies may not terminate a purchase order for convenience in order to acquire functionally equivalent product(s) or services from a third party.

18. Services and Product Delivery

Contractor agrees to activate wireless services and deliver products to procuring agencies within five (5) business days after receipt of a valid purchase order.

19. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

20. Records and Audit

Contractor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the purchasing entity and appropriate governmental authorities within the purchasing entity's state. The purchasing entity shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the purchasing entity to recover excessive or illegal payments.

21. Independent Contractor

The contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico or any participating entity. The contractor has no authorization, express or implied to bind the State of New Mexico, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State of New Mexico, WSCA, or participating entity, except as expressly set forth herein. The contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico or participating entity as a result of this agreement.

22. Use of Subcontractors

The contractor may subcontract communication services as well as installation, training, warranty or maintenance services. However, the contractor shall remain solely responsible for the performance of this agreement. All purchasing entity payments for products or services shall be made directly to the contractor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

23. Indemnification



The contractor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating entities, their respective agencies, and/or their respective employees.

24. Amendments

The agreement shall only be amended by written instrument executed by the parties.

25. Scope of Agreement

This agreement incorporates all of the agreements of the parties concerning the subject matter of this agreement, and all prior agreements have been merged into this agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

26. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Web Site Maintenance

Contractor agrees to maintain and support a contractor supplied Internet website for access to the SES, service selection assistance, problem resolution assistance, product descriptions, product specifications, coverage description and other aides in accordance contractors proposal. In addition, contractor agrees to provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking, payment by purchase card and reporting by September 30, 2001.

29. Equal Opportunity Compliance

The contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which it's primary place of business is located. In accordance with such laws, regulations, and executive orders, the contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this agreement. If the contractor is found to be not in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct these deficiencies.

30. Limitation of Liability

The contractor's liability to a purchasing entity for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject the purchasing entity's claim. The foregoing limitation does not apply to Paragraphs 12 and 23 of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event shall the contractor be liable for any indirect, special or consequential damages arising out of this agreement or the use of the products purchased by the purchasing entity hereunder, even if the contractor has been advised of the possibility of such damages.

31. Governing Law

- A. This price agreement shall be governed and the resulting price agreement construed in accordance with the laws of the lead state. The construction and effect of any participating addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the purchasing entity's state. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a participating addendum or shall be in the purchasing entity's state.
- B. The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the agreement administrator to maintain, support and market this agreement. The NMSPA reserves the right to require a change in contractor's then-current primary representative if the

assigned representative is not, in the opinion of the NMSPA, serving the needs of the State of New Mexico and the participating entities adequately.

33. Release

The contractor, upon final payment of the amount due under this agreement, releases the NMSPA, State of New Mexico and participating entities' officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind the State of New Mexico or any participating entity to any obligation, unless the contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Confidentiality

Any confidential information provided to or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the participating entity.

35. Conflict of Interest

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

36. Replacement Parts

Replacement parts may be refurbished.

37. FCC Certification

The contractor agrees that equipment supplied by the contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination.

38. Licensing

Contractor agrees to not to provide services or products to any governmental entities in a geographic area for which contractor does not have appropriate FCC licenses or other appropriate authorizations.

39. Assignment

The contractor shall not assign, sell or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written

approval of the NMSPA , which approval shall not be unreasonably withheld. Contractor shall not sublet rights or delegate responsibilities without prior written approval of the agreement administrator.

40. Agreement Administrator

The NMSPA shall appoint an agreement administrator whose duties shall include but not be limited to the following:

- A. The administrator shall provide instructions concerning the contents of the contractor's website.
- B. The administrator will facilitate dispute resolution between the contractor and procuring agencies. Unresolved disputes shall be presented to the NMSPA for resolution.
- C. The administrator shall promote the use of the agreement by WSCA members and other participating entities.
- D. The administrator shall advise the NMSPA regarding the contractor's performance under the terms and conditions of the agreement.
- E. The administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The administrator shall periodically verify the service and product prices in the SES conform with the contractor's volume price guarantees. The administrator may appoint an auditor to perform this task.

41. Reserved

42. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Wireless service agreements, equipment lease agreements, warranty and maintenance agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

43. Lease Agreements

Contractor may lease equipment to procuring agencies in accordance with terms and conditions approved by the appropriate governing authority for the purchasing entity's jurisdiction. Such approval shall be indicated in the participating addendum.

44. Succession

This agreement shall be entered into and be binding upon the successors and assigns of the parties.

45. Notification

Either party may give written notice to the other party in accordance with the terms of this paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To NMSPA:

New Mexico State Purchasing Agent  
Purchasing Division  
Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Santa Fe, New Mexico 87505 or  
P.O. Drawer 26110  
Santa Fe, New Mexico 87502-0110

To Contractor:

AWS Business Marketing  
P.O. Box 97061  
Redmond, Washington 98073-9761

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 45. The carrier for mail delivery and notices shall be the agent of the sender.

46. Administration Reporting and Fees

The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The periodic report shall include the gross revenue (equipment purchases, service fees,

lease and maintenance agreement payments) for the period subtotaled by purchasing entity name or identifying number, within the purchasing entity's state name. The periodic report shall include the total active lines in operation at the end of the period subtotaled by purchasing entity name, within purchasing entity's state name.

The report shall be accompanied with a check payable to Western States Contracting Alliance for an amount equal to one-tenth of one percent (0.0010) of the gross revenue for the period.

The reports and checks shall be addressed and delivered as follows:

Mr. Terry Davenport  
Purchasing Division, Room 2016  
1100 St. Francis  
Santa Fe, New Mexico 87505

Mr. Terry Davenport  
Purchasing Division  
P. O. Drawer 26110  
Santa Fe, New Mexico 87502-0110

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the contractor's primary representative, suspension of the price agreement or termination of the price agreement for cause.

47. Credit Handling

The contractor agrees to credit procuring agencies for service outages/overloads in accordance with the following procedures.

- A. The purchasing entity should contact the contractor as soon as possible after they are alerted to the problem for quick resolution.
- B. The purchasing entity needs to provide the following information; called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- C. The credit will be issued by the contractor's customer service representative and will appear on the procuring agencies' next monthly invoice as a line item on a separate page exclusively for credits. The contractor can also instruct the purchasing entity to deduct the credit amount from their current invoice if that would be more in line with the procuring agencies' satisfaction and requirements.
- D. A credit memo will be sent to the procuring agencies' billing manager by the contractor and will contain the following information;

- Credit Date of Issue
- Bill payer Number credit was applied to
- The invoice number and date

- Reason for Credit
- Amount of credit issued

48. Default and Remedies

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
  - (1) Nonperformance of contractual requirements; or
  - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the lead state (in the case of breach of the entire agreement), a participating state (in the case of a breach of the participating addendum), the purchasing entity (with respect to any order), or the contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
  - (1) Exercise any remedy provided by law or equity;
  - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
  - (3) Impose liquidated damages, as specified in the solicitation or contract;
  - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

49. Audits

- A. The contractor agrees to assist the agreement administrator or designee with web site product and pricing audits based on mutually acceptable procedures.
- B. The contractor agrees to assist participating states with invoice audits to ensure that the contractor is complying with the agreement in accordance with mutually agreed procedures set forth in the participating addendum.

50. Fraud

The contractor agrees to proactively monitor calling volumes and patterns. The contractor shall immediately report unusual calling volumes and patterns to the purchasing entity that is invoiced for the airtime. Should the purchasing entity's representative declare such activity as fraudulent, the contractor will immediately deactivate the service.

51. Extensions

Unless prohibited by provision in a participating addendum, contractor may, at the sole discretion of contractor, offer wireless services to non-profit organizations, religious schools, government employees and students within the governmental jurisdiction of the entity completing the participating addendum with the understanding that the governmental entity has no liability whatsoever concerning the equipment or for payment of services. It is further understood that the contractor is under no obligation to report the revenue or pay an administration fee on the sales from such organizations and individuals.

52. E-Rate Program

Contractor agrees to participate in the Federal Communications Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements.

53. Connectivity

Contractor is currently unable to program/reprogram wireless devices to support connectivity to designated long distance telephone service carriers.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the New Mexico State Purchasing Agent, below.

State of New Mexico  
State Purchasing Agent

By: Louis T. Higgins  
Louis T. Higgins  
Date: 6.29.2001

Contractor  
AT&T Wireless Services National Accounts, LLC

By: [Signature]  
Title: Nat'l D/L Strategic Officer  
Date: 6/22/01



## **AT&T Wireless Information Navigator® Advantage Attachment**

1. **Definitions.** These following capitalized terms will have the meanings set forth below:

1.1 **“Documentation”** means the user manual(s) and other printed or on-line help materials accompanying each delivery of WIN Advantage.

1.2 **“Foundation Account Number”** means an account number assigned by contractor to Purchasing Entity for billing purposes that include no fewer than 50 Corporate Responsibility Users.

1.3 **“Product Support”** means a service whereby contractor shall provide telephonic, technical product support on WIN Advantage for up to three (3) of Purchasing Entity’s registered individuals.

2. **License.**

2.1 **Grant of License.** Contractor grants to Purchasing Entity a non-exclusive, non-transferable license to use WIN Advantage pursuant to the terms and conditions of the Agreement (the “License”).

2.2 **Authorized Use.** Purchasing Entity may use WIN Advantage on up to ten (10) computer terminals for the sole purpose of using the Reports and Tools.

2.3 **Restrictions.** Purchasing Entity will not (a) use WIN Advantage on a network; (b) modify, translate, disassemble, decompile, reverse engineer or in any other way derive any source code from WIN Advantage, nor will it merge WIN Advantage with another computer program; (c) use WIN Advantage in the operation of a service bureau; (d) sell, license, publish, display, distribute, or otherwise transfer WIN Advantage or any copy thereof, in whole or in part, to a third party; nor (e) export WIN Advantage outside of the United States, without contractor’s prior, written consent.

2.4 **Compact Discs and Copies.** At no charge, Purchasing Entity will receive one (1) WIN Advantage compact disc per month for each of its Foundation Account Numbers. Upon Purchasing Entity’s request, contractor will provide Purchasing Entity additional WIN Advantage compact discs for Purchasing Entity’s current or prior month’s information for \$25 each. Purchasing Entity, solely to enable it to use WIN Advantage, may make one archival copy of WIN Advantage as part of its usual software back-up procedures. Purchasing Entity will have no other right to copy WIN Advantage. Any copies of WIN Advantage made by Purchasing Entity are the exclusive property of contractor.

2.5 **Ownership.** Purchasing Entity acknowledges and agrees that nothing in the Agreement conveys or provides Purchasing Entity with an ownership interest in and to WIN Advantage, and Purchasing Entity agrees to make no claim of ownership in and to WIN Advantage.

2.6 **Modifications and Reverse Engineering.** Purchasing Entity acknowledges and agrees that only contractor will have the right to alter, modify, maintain, enhance or otherwise modify WIN Advantage.

3. **Installation and Product Support.**

**3.1 Initial Installation and Training.** Initial installation of WIN Advantage and up to four (4) hours of initial training on WIN Advantage will be provided by contractor to Purchasing Entity at no charge.

**3.2 Product Support.** Contractor will provide Product Support to Purchasing Entity at no charge for three (3) months following completion of the initial installation. After this three-month period expires, contractor will provide Purchasing Entity with Product Support based upon a per call fee. Purchasing Entity will pay \$90 per hour for this Product Support, pro rated, with a ten (10) minute minimum charge for each such call placed by Purchasing Entity. Contractor reserves the right to change the fee for this time-based Product Support at any time.

**4. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment, the Cover Page, the Program Description, together with any additional attachments thereto, and the General Terms and Conditions) apply throughout all such documents.

## AT&T Wireless Program Description

### 1. Service.

**1.1 Provision of Service.** Contractor, through companies that operate commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement (“Carriers”), will provide commercial mobile radio Services more particularly described in the Agreement (“Service”) to the Purchasing Entities and their respective W-2 employees who either (a) receive Service under the Purchasing Entity’s account (“Corporate Responsibility Users” or “CRUs”) or (b) receive Service under individual accounts in accordance with the Employee Benefit Program described herein (“Individual Responsibility Users” or “IRUs”) (at times, Corporate Responsibility Users and Individual Responsibility Users are referred to together as “End Users”). Service includes wireless voice telecommunications services (“Voice Service”) and wireless data telecommunications services (“Wireless Data Service”).

**1.2 Availability/Interruption.** Service will be available only within the operating range of each Carrier’s wireless system (“Service Area”). Contractor may from time to time add or delete Service Areas upon written notice to NMSPA. Service is subject to: (a) transmission limitation, reduction in transmission speed, or interruption caused by weather, your Equipment, terrain, obstructions such as trees or buildings, and other conditions; (b) temporary suspension due to governmental regulations or orders, system capacity limitations, system repairs or modifications, or contractor’s efforts to combat potential fraud; (c) interruption for nonpayment of charges by any Purchasing Entity; and (d) call blocking for certain categories of numbers (e.g., 976, 900 and certain international destinations) or access to certain websites if, in contractor’s sole discretion, contractor is experiencing excessive billing, collection or fraud problems with access to those numbers or sites.

### 2. Payment.

**2.1 Charges.** Each Purchasing Entity will pay: (a) Service charges for all calls processed through Numbers and all actual kilobytes transmitted through the Equipment (even if the connection is dropped or the data is not actually received) including, without limitation, local airtime charges, long distance charges, features charges, and roaming charges; (b) Equipment charges; and (c) any applicable federal, state and local sales, public utilities, gross receipts, or other taxes, surcharges, assessments, recoveries or fees imposed upon such Purchasing Entity, contractor, or a Carrier as a result of the purchase or use of Equipment or Service under this Agreement, except taxes based on contractor’s or the Carrier’s net income. Specific charges may differ by Service Area. Contractor will charge 800, 866, 877, 888 and other “toll free” calls at domestic airtime or roaming rates. Each Purchasing Entity may receive a separate bill for some long distance charges. Due to delayed reporting between Carriers, Service usage may be billed in a subsequent month and this usage will be charged as if used in the month billed. Billing cycle end dates may change from time to time. For rate plans where a billing cycle covers less than or more than a full month, contractor may make reasonable adjustments and prorations.

**2.1.1 Purchasing Entities Tax-Exempt Status.** With respect to §2.1(b) of this Program Description, and §6 (c) above, contractor acknowledges that certain Purchasing Entities may be tax-exempt. Contractor will accord the proper tax-exempt status to each Purchasing Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Purchasing Entity shall pay: (a) any taxes not covered by its tax-exempt status; and (b) any and all regulatory fees, assessments and charges including, without limitation, universal service fees and all other similar, government-imposed fees, assessments and/or charges that the Purchasing Entity may be legally subject to as a result of the purchase or use of Service under this contract.

**2.2 Voice Service.** The length of a call is measured during the time that the End User is connected to the wireless system, which is approximately from the time the End User presses “Send” or another appropriate key to initiate or answer a call until approximately the time the End User presses “End” or another appropriate key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next, and charged as a, full minute. If an incoming call has been

forwarded to another phone number, the Purchasing Entity will be charged for the entire time that the switch handles the call. For calls made from or received in the End User's local area, Purchasing Entity will not be charged for busy or unconnected calls if the End User presses "End" or "No" within a reasonable time. If Equipment is used as a pager, the Purchasing Entity will be charged for messages as described in the selected rate plan. If a selected calling plan or rate plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, or text messages), unused allotment of such services from one billing cycle will not carry over to any other billing cycle.

**2.3 Wireless Data Service.** Unless the selected Wireless Data Service rate plan provides otherwise, Wireless Data Service usage is aggregated over a billing cycle, with any partial kilobyte of data used in that billing cycle being rounded up to a full kilobyte.

**3. AT&T Wireless Program Eligibility Requirements.** Participating Entity must at all times meet the following program eligibility requirements throughout the term of the Agreement in contractor markets set forth in the Agreement ("Contractor Markets").

**3.1 Minimum Subscription Requirement.** Participating Entity must have at least fifty (50) separate End Users subscribing to Service at all times. If contractor reasonably determines that a Participating Entity will not achieve this subscription level within ninety (90) days of the date of the Agreement or will not maintain this subscription level during the term of this agreement, then that Participating Entity will be in default under §8B of this agreement; provided, however, that for purposes of breach of this section only, the notice period will be sixty (60) days.

**3.2 Minimum Revenue Requirement.** Participating Entity must use a volume of Service such that contractor will realize service revenue for Qualified Charges, as defined in §4.1 below ("Service Revenue") of at least \$45,000 per term year. If Participating Entity fails to achieve this revenue requirement in any term year, then that Participating Entity will be in default under §8B of this Agreement.

**4. Service Discount.** Contractor will provide Service to each Participating Entity with pricing and discounts applied in accordance with the Service and Equipment Schedule. This "Service Discount" is applied to a rate plan's Qualified Charges only. Contractor is not liable for any damages resulting from any failure by contractor or its billing vendors to properly calculate and apply the Service Discount. Contractor and Purchasing Entity will reconcile any miscalculation on the following month's invoice.

**4.1 "Qualified Charges"** For the purpose of determining the amounts against which the Service Discount is applied, the following undiscounted Service charges are "Qualified Charges": (a) one-time charges for Service activation and conversion, (b) monthly wireless access charges, (c) home wireless airtime charges, (d) roaming airtime charges incurred by Numbers provisioned from Contractor Markets while roaming in other Contractor Markets, (e) charges for detail billing, (f) charges for tethering, and (g) charges for additional wireless service features such as voice mail, but excluding enhanced features such as directory assistance or fee-based information services where contractor or Carrier pays a fee to a third-party vendor for use of the feature. To the extent there is any material conflict between the definition of Qualified Charges set forth in this §4.1, and any other reference to charges against which the Service Discount might apply found elsewhere in this Agreement, the definition set forth in this §4.1 will control.

**4.2 "Non-Qualified Charges"** refers to the following charges to which the Service Discount will not apply: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) all charges for Equipment, (d) roaming charges in areas other than Contractor Markets, (e) all taxes, and (f) all other charges not described in §4.1 above, including without limitation recoveries for universal service assessments.

**5. Equipment Pricing.** Contractor will provide Purchasing Entity Equipment pursuant to the SES.

**6. AT&T Employee Benefit Program ("Employee Benefit Program").** Purchasing Entities' current W-2 employees may participate in the Employee Benefit Program. All such W-2 employees

participating in the Employee Benefit Program will be Individual Responsibility Users under the contract.

**6.1 Employee Benefit Program Requirements.** Each Individual Responsibility User participating in the Employee Benefit Program: (a) must enter into and be individually responsible for complying with a separate agreement with contractor for Service and Equipment (an “IRU Service Agreement”) including, without limitation, the corresponding obligation to pay for all charges incurred thereunder; (b) must be individually responsible for complying with all of the terms and conditions of his or her chosen rate plan; and (c) must follow the activation procedures and processes established by contractor from time to time.

**6.2 Employee Benefit Program Features.** Under the Employee Benefit Program, the following will apply: (a) Individual Responsibility Users may choose from any Service rate plan available to its corresponding Purchasing Entity (provided they qualify for the chosen rate plan); (b) Individual Responsibility Users will receive the Service Discounts provided for in this contract, which will be applied to their monthly invoices; (c) Individual Responsibility Users will receive the Equipment pricing set forth in this contract; (d) Service Revenue incurred by Individual Responsibility Users will contribute to the Measured Annual Service of All WSCA participants; and (e) Individual Responsibility Users and their usage contribute to the program eligibility requirements set forth in §2 above.

**6.3 WIN Advantage Exclusion.** Individual Responsibility Users’ account information will not be included in WIN Advantage (as defined in §7 below).

**6.4 Purchasing Entities’ Representation and Warranty.** Each Purchasing Entity represents and warrants that all its Individual Responsibility Users are current W-2 employees of such Purchasing Entity or the corresponding Participating Entity.

**6.5 Marketing Assistance.** Purchasing Entity will participate with contractor in efforts to obtain eligible employees’ subscription to the Employee Benefit Program.

**6.6 Financial Responsibility.** Each Purchasing Entity is not liable for any charges incurred by Individual Responsibility Users under any IRU Service Agreement.

**7. Billing Services and Invoicing Options.** Each Purchasing Entity will receive certain billing analysis tools using the AT&T Wireless Information Navigator® Advantage software (together with all updates and modifications thereto “WIN Advantage”). With respect to Service, each Purchasing Entity will have the invoicing options set forth below.

**7.1 Corporate Invoicing.** Under corporate invoicing, contractor will provide an invoice each month through WIN Advantage consolidating all Corporate Responsibility Users’ Service charges for the preceding monthly billing cycle. The applicable Purchasing Entity will promptly notify contractor of any Numbers to be added or deleted from such Purchasing Entity’s invoice.

**7.2 Corporate Responsibility User Invoicing (“End User Invoicing”).** Under End User Invoicing, contractor will provide an invoice each month to Purchasing Entity’s Corporate Responsibility Users setting forth such Corporate Responsibility Users’ Service charges for the preceding monthly billing cycle.

**8. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the contract including, without limitation, this Program Description, together with any attachments thereto, apply throughout all such documents. Attachments to this Program Description include: AT&T Wireless Information Navigator® Advantage Attachment, Extranet Advantage Attachment, AT&T Wireless Mobile Internet Service Attachment, AT&T Wireless Business Solutions - BlackBerry™ Attachment, AT&T Wireless Connectivity Option – Permanent Virtual Circuit Attachment, and AT&T Wireless Connectivity Option – Frame Relay Attachment.

## AT&T Wireless Mobile Internet Service Attachment

### 1. **AT&T Wireless Mobile Internet Service.**

Pursuant to the terms and conditions of this Exhibit, contractor will provide Service to Purchasing Entities through Equipment that accesses contractor's GSM/GPRS network ("Wireless Mobile Internet Service"). Except as specifically provided for in this Exhibit, the term "Service" under the Agreement will include Wireless Mobile Internet Service.

2. **Availability.** Wireless Mobile Internet Service is available for purchase in select Contractor Markets set forth in §13 below, as may be modified by contractor from time to time. Contractor may choose to block access to certain websites if, in contractor's sole discretion, contractor is experiencing excessive billing, collection or fraud problems with access to those sites.

3. **Rate Plans.** Purchasing Entities may choose from specific Wireless Mobile Internet Service rate plans found in the SES, as may be modified by contractor from time to time. These AT&T Wireless Mobile Internet Plans and AT&T Wireless Mobile Internet Plans with Voice are only available for use with Wireless Mobile Internet Equipment (see §4 below).

4. **Equipment.** With respect to Wireless Mobile Internet Service, Purchasing Entities may purchase available Wireless Mobile Internet Equipment the list of which is found in the SES, as may be modified by contractor from time to time. The term "Wireless Mobile Internet Equipment" means the SIM (Subscriber Identity Module) Card and wireless receiving and transmitting equipment that contractor has authorized to be programmed with a Number for use with Wireless Mobile Internet Service. Except as specifically provided for in this Exhibit, the term "Equipment" under the Agreement will also include Wireless Mobile Internet Equipment. Wireless Mobile Internet Equipment is incompatible with TTY, which may prevent emergency calls.

### 5. **Discounts.**

5.1 **Service Discounts.** Qualified Charges incurred in connection with Wireless Mobile Internet Service receive the Service Discount. Regardless of the method Purchasing Entity has selected to receive the Service Discount, Service Discounts related to Wireless Mobile Internet Service can only be applied through a direct credit to an End User's invoice.

5.2 **Equipment Pricing.** Contractor will provide Purchasing Entities with Wireless Mobile Internet Equipment at the prices set forth in the SES, as may be modified by contractor from time to time.

6. **Eligibility Requirements.** Subject to any restrictions set forth in the Agreement, Purchasing Entity's End Users, together with their respective Wireless Mobile Internet Service usage will count towards all Purchasing Entity's eligibility requirements under the Agreement.

7. **WIN Advantage Exclusion.** Wireless Mobile Internet Service information will not be included in WIN Advantage.

8. **Extranet Advantage Limitation.** Purchasing Entities will not be able to purchase, order or activate Wireless Mobile Internet Service or Wireless Mobile Internet Equipment through Extranet Advantage.

9. **Additional Terms and Conditions for Wireless Mobile Internet Service.** In addition to the terms and conditions of the corresponding Wireless Mobile Internet Service rate plans, the following terms and conditions apply to Wireless Mobile Internet Service:

9.1 **Charges.** When using contractor's network, for all incoming and outgoing voice Wireless Mobile Internet Service, the length of the call will be measured during the time that the call is connected to contractor's system, which is approximately from the time the End User presses "Send" or other key to initiate or answer a call until approximately the time the first party terminates the call. Purchasing Entity is responsible for all data usage sent through contractor's network and associated with the Wireless Mobile Internet Equipment; regardless of whether the Wireless Mobile Internet Equipment actually receives the information. In some cases contractor's network will re-send certain packets to ensure complete delivery, in these cases Purchasing Entity will be responsible for paying for the re-send packets. Utilizing compression solutions may or may not impact the amount of kilobytes for which Purchasing Entity is billed. Wireless Mobile Internet Service will be calculated and billed in kilobytes. A new data session starts every time an End User accesses contractor's data network. It ends when such End User leaves contractor's data network (e.g. by switching to voice mode or using a function outside of the data browser). In some cases, if the End User leaves contractor's data coverage area or accepts a voice call while in data mode, and resumes data activity within a brief period of time, the data session will continue. At the end of every data session, or once every 24 hours if a session lasts longer than 24 hours, contractor's system will create a billing record. The usage for that billing record will be rounded up to the next kilobyte and a cost will be associated with that billing record and rounded to the nearest cent. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes.

## **9.2 Use of Service and Equipment.**

Purchasing Entities consent to receiving advertising, alerts and other broadcast messages. Each Wireless Mobile Internet Service can only have a limited number of active promotions and features. The Wireless Mobile Internet Equipment has been manufactured to operate exclusively with Wireless Mobile Internet Service provided by contractor. The Wireless Mobile Internet Equipment will only accept a SIM Card provided by contractor and cannot be activated with any other wireless carrier.

**9.3 Equipment Compatibility.** All Wireless Mobile Internet Equipment sold by contractor to Purchasing Entities will be compatible with contractor's Wireless Mobile Internet Service and will meet federal standards. To the extent Purchasing Entities obtain other wireless receiving and transmitting equipment that it intends to use with contractor's Wireless Mobile Internet Service, the respective Purchasing Entity is responsible for ensuring that such equipment is compatible with contractor's Wireless Mobile Internet Service and meets federal standards.

**9.4 Billing for Wireless Mobile Internet Equipment.** Wireless Mobile Internet Equipment can only be billed via a separate equipment invoice or "SEI."

**10. General Terms and Conditions.** In addition to the terms and conditions set forth elsewhere in the Agreement, the following terms and conditions apply to all Service:

**10.1 Toll Free Calls.** Contractor will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Purchasing Entities are liable for such charges under the Agreement.

**10.2 Certain Taxes.** A portion of the monthly charges may constitute charges for Internet access and other data-centric services that may not be taxable under the federal Internet Tax Freedom Act and/or applicable state's laws as currently in effect. If applicable, tax for this portion will not be added to the invoice.

**10.3 Billing Cycle Issues.** With respect to Service, billing cycle end dates may change from time to time. For Service rate plans where a billing cycle covers less than or more than a full month, contractor may make reasonable adjustments and prorations. If a selected Service calling plan or rate plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, or text messages), unused allotment of such services from one billing cycle will not carry over to any other billing cycle.

**11. Changes to Numbers.** Purchasing Entities have no ownership rights to a Number, any Internet protocol address or any e-mail address provisioned by contractor to be used

with Service, and Purchasing Entities agree that contractor may change any such Number, Internet protocol address or e-mail address at any time with or without prior notice. The definition of the term "Number" under the Agreement is expanded to include data and/or messaging number(s) activated with Service or transferred under the Agreement.

**12. Additional Disclaimers.** In addition to the disclaimers set forth in the Agreement, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES THAT SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS).

**13. Contractor Markets Where Wireless Mobile Internet Service is Available.** Wireless Mobile Internet Service is available in the following Contractor Markets, as may be modified by contractor from time to time:

- **Arizona:** Phoenix; Tucson
- **Florida:** Fort Lauderdale; Miami; Orlando; St. Petersburg; Tampa; West Palm Beach
- **Illinois:** Chicago
- **Michigan:** Detroit; Flint; Grand Rapids; Lansing
- **Missouri:** Kansas City
- **Nevada:** Las Vegas
- **Ohio:** Toledo
- **Oregon:** Portland
- **Washington:** Bellingham; Bremerton; Centralia; Ellensburg; Olympia; Richland-Kennewick; Seattle; Spokane; Tacoma; Yakima

**14. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Exhibit, apply throughout all such documents.

## Western States Contracting Alliance

### AT&T Wireless

#### AT&T Wireless Business Solutions - BlackBerry™ Attachment

**1. AT&T Wireless Business Solutions – BlackBerry (the “BlackBerry Solution”).** Pursuant to the terms and conditions of the Agreement and this Attachment, Contractor (also referred to herein as “AWS”) will provide the BlackBerry Solution to Purchasing Entities and their respective End Users through Equipment that accesses the AT&T Wireless GSM™/GPRS network. Each such Purchasing Entity understands and agrees that the BlackBerry Solution is a type of AT&T Wireless Mobile Internet Service; **accordingly, to the extent Purchasing Entity orders, pays for, or otherwise receives the benefit of the BlackBerry Solution, Purchasing Entity will also be bound by the terms and conditions of the AT&T Wireless Mobile Internet Service Attachment which is part of this Agreement.** Such terms and conditions of the AT&T Wireless Mobile Internet Service Attachment (including, without limitation, terms and conditions relating to service availability, program eligibility requirements, and WIN Advantage™ software and Extranet Advantage restrictions) apply to the provision by AWS of the BlackBerry Solution unless otherwise stated herein. Except as specifically provided for in this Attachment, the term “Service” under the Agreement will include the BlackBerry Solution, which in turn includes the Third Party Software (as defined in §2 below) and the Professional Services (as defined in §3 below).

**2. Third Party Software.** The BlackBerry Solution incorporates and utilizes third party software. Purchasing Entity understands that, in order to subscribe to the BlackBerry Solution, Purchasing Entity must have, and comply at all times with the terms and conditions of: (a) the BlackBerry Enterprise Server (Microsoft® Exchange® v2.1 or higher or Lotus® Domino™ v2.0 or higher) for Purchasing Entity’s network server, as well as Client Access Licenses for each of Purchasing Entity’s End Users, and (b) the BlackBerry Desktop Software for each of Purchasing Entity’s End Users. Purchasing Entity may purchase the BlackBerry Enterprise Server and Client Access Licenses from AWS; Purchasing Entity will receive the BlackBerry Desktop Software from AWS as part of the BlackBerry Solution. In addition, Purchasing Entity may purchase, on an annual basis, BlackBerry Software Upgrade Assurance in order to be eligible to receive periodic upgrades to the BlackBerry Enterprise Server and Client Access Licenses. The BlackBerry Enterprise Server, Client Access Licenses, BlackBerry Desktop Software, and BlackBerry Software Upgrade Assurance will be referred to collectively in this Attachment as the “Third Party

Software”. Pricing for the Third Party Software is described in the AWS printed materials associated with the BlackBerry Solution as may be modified by AWS from time to time, all of which is incorporated herein by reference (the “BlackBerry Collateral”). Purchasing Entity understands and agrees that, as long as Purchasing Entity subscribes to the BlackBerry Solution, Purchasing Entity will be bound by the terms and conditions of the Third Party Software, which are incorporated herein by this reference. Such terms and conditions may be found on the compact discs containing the Third Party Software and/or associated documentation. In the event that Purchasing Entity fails to comply with the terms and conditions of the Third Party Software, such failure will be deemed a default of a material provision of the Agreement, and AWS will be entitled to terminate the Agreement.

**3. Professional Services.** At Purchasing Entity’s request, AWS or its authorized contractors will provide BlackBerry Enterprise Server installation and other professional services relating to the BlackBerry Solution (collectively, “Professional Services”) to Purchasing Entity. Pricing, terms and conditions for the Professional Services are described in the BlackBerry Collateral.

**4. Rate Plans.** To use the BlackBerry Solution Purchasing Entity must subscribe to Wireless Data Service under select “BlackBerry Access Plans.” These BlackBerry Access Plans are GSM™/GPRS rate plans within each AWS Market that are found in the SES and/or at the AT&T Wireless WSCA Site, as may be modified by AWS from time to time. BlackBerry Access Plans are only available for use with a compatible BlackBerry Wireless Handheld™ device (a “BlackBerry Handheld”). As part of the BlackBerry Solution, Purchasing Entity may also subscribe to Voice Service under an AT&T Wireless GSM Local Network Plan as set forth in the SES and/or the AT&T Wireless WSCA Site, and as may be modified by AWS from time to time.

**5. Equipment.** In order to subscribe to the BlackBerry Solution, Purchasing Entity must purchase a BlackBerry Handheld from AWS for each of its End Users. The list of available BlackBerry Handhelds is found in the SES and/or at the AT&T Wireless WSCA Site, as may be modified by AWS from time to time. Except as specifically provided for in this Attachment, the term “Wireless Mobile Internet Equipment” (as defined in the AT&T Wireless Mobile Internet Service Attachment) will include the BlackBerry Handheld.



## **6. Discounts.**

### **6.1 Service Discounts.**

#### **6.1.1 Measured Annual Service**

**Discount.** Qualified Charges incurred in connection with Voice Service under the BlackBerry Solution will receive the Service Discount described in the Agreement.

**Notwithstanding the provisions of the Agreement including, without limitation, the AT&T Wireless Mobile Internet Service Attachment, Purchasing Entity understands and agrees that Qualified Charges incurred in connection with Wireless Data Service under the BlackBerry Solution will not receive the Service Discount.**

#### **6.1.2 Service Discount Application.**

Service Discounts related to Qualified Charges in connection with Voice Service under the BlackBerry Solution can only be applied through a direct credit to an End User's invoice.

**6.1.3 Definitions.** For purposes of the Agreement, the definition of "Qualified Charges" shall not include charges for the Third Party Software and the Professional Services. Rather, any and all such charges shall be included in the definition of "Non-Qualified Charges" set forth in the Program Description.

**6.2 Equipment Discounts.** Notwithstanding anything to the contrary in the Agreement, Purchasing Entity will not receive the Equipment discount set forth in the SES with respect to BlackBerry Handhelds.

**7. Employee Benefit Program.** Individual Responsibility Users subscribing to the BlackBerry Solution will also be bound by the terms and conditions of all applicable Third Party Software (including, without limitation, the BlackBerry Desktop Software).

**8. Additional Terms and Conditions for the BlackBerry Solution.** In addition to the terms and conditions of the specific AT&T Wireless GSM/GPRS rate plans available for the BlackBerry Solution, and to the terms and conditions set forth elsewhere in the Agreement, the following terms and conditions apply specifically to the BlackBerry Solution:

**8.1 Charges.** In addition to the provisions of the Master Price Agreement regarding payment of charges, Purchasing Entity acknowledges and agrees that it will also pay all charges associated with the BlackBerry Solution, including, without limitation, all charges related to the Third Party Software and the Professional Services.

**8.2 Voice Service Under The BlackBerry Solution.** When using the AT&T Wireless GSM/GPRS network, for all incoming and outgoing Voice Service, the length of the call will be measured during the time that the

call is connected to AT&T Wireless' system, which is approximately from the time the End User initiates or answers a call, whether through the Trackwheel navigational tool or other appropriate selection mechanism, until approximately the time the first party terminates the call.

**8.3 Equipment Compatibility.** The BlackBerry Handhelds sold by AWS to Purchasing Entity will be compatible with the BlackBerry Solution and will meet federal standards.

**8.4 Limited Warranty for Professional Services.** Notwithstanding anything to the contrary in the Agreement, AWS warrants that the Professional Services will be performed in a professional and workmanlike manner. This limited warranty does not apply to conditions resulting from improper use, external causes (including, without limitation, services or modifications not performed by AWS), or operation outside the environmental and other parameters specified for the BlackBerry Enterprise Server.

### **8.5 Additional Limitations of Liability.**

#### **8.5.1 Professional Services.**

Notwithstanding anything to the contrary in the Agreement, in no event shall the aggregate liability of AWS to Purchasing Entity for breach of §8.4 above or otherwise arising from, out of, relating to, or in connection with the Professional Services (including, without limitation, any third party claims) exceed the amounts paid by Purchasing Entity to AWS for the Professional Services.

#### **8.5.2 Third Party Software.**

Notwithstanding anything to the contrary in the Agreement, in no event shall the aggregate liability of AWS to Purchasing Entity arising from, out of, relating to, or in connection with the Third Party Software (including, without limitation, any third-party claims) exceed the amounts paid by Purchasing Entity to AWS for the Third Party Software.

**8.6 Privacy.** In addition to the provisions of the Agreement, Purchasing Entity understands and agrees that: (a) although the law generally prohibits the unauthorized interception of and/or access to electronic data, privacy cannot be guaranteed; and (b) AWS will not be liable for any unauthorized interception of and/or access to electronic data.

**8.7 Purchasing Entity's Notices to End Users.** In addition to the provisions of the Agreement relating to Service and Equipment generally, Purchasing Entity specifically agrees that it will advise all of its End Users that they must read all collateral materials concerning the BlackBerry Solution and use of the BlackBerry Handheld, including, without limitation, the AT&T Wireless Welcome Guide at

www.attwireless.com/welcomeguide/terms, the rate plan collateral, and any documentation related to the BlackBerry Handheld and the Third Party Software. AWS will make copies of such materials available to Purchasing Entity upon request. Purchasing Entity will also provide to End Users, and advise End Users to read, any additional materials relating to the BlackBerry Solution reasonably requested by AWS from time to time to be so provided.

**9. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment) apply throughout all such documents.

## **AT&T Wireless Connectivity Option – Frame Relay Attachment**

**1. Wireless Connectivity Option - Frame Relay.** Pursuant to the terms and conditions of this Attachment, Contractor will provide AT&T Wireless Connectivity Option - Frame Relay to Purchasing Entities.

**2. Definitions.** In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to WCO Frame Relay:

**2.1 "Activation Date"** means five (5) business days after the Order Due Date.

**2.2 "Agreement"** means WSCA Master Price Agreement #10-00115, any applicable Participating Addendum, this Attachment, and all corresponding Supplements.

**2.3 "APN"** means access point name.

**2.4 "CSU/DSU"** means a Channel Service Unit/Data Service Unit.

**2.5 "kbps"** means kilobits per second.

**2.6 "Order Due Date"** means thirty (30) calendar days after AT&T places the order and writes it to the AISE Order Writer System.

**2.7 "Persistent Connection"** means a persistent physical or logical connection such as a virtual private network or a frame relay connection.

**2.8 "PVC"** means a permanent virtual circuit.

**2.9 "Supplement"** means an AT&T Wireless Connectivity Option – Frame Relay Connection and Information Supplement, substantially similar in form and substance to Exhibit "A" attached hereto. The Supplement includes a choice between a one (1) PVC option and a two (2) PVC option.

**2.10 "Wireless Connectivity Option – Frame Relay" and "WCO Frame Relay"** mean a frame relay network port, a digital local access link, and a PVC that will connect a Purchasing Entity's router to a terminating router on the AT&T Wireless network.

**3. Term.** The initial term of this Attachment with respect to each Purchasing Entity begins on the Supplement Effective Date set forth in the corresponding Supplement, and continues throughout the term of the applicable Participating Addendum. After the initial term this Attachment will automatically continue from month to month until: (a) terminated by either party upon thirty (30) days written notice to the other party; or, (b) the Participating Addendum or the Agreement is terminated. **In no case will the term of the Attachment be later than that of the Master Price Agreement or any applicable Participating Addendum.**

#### **4. Purchasing Entity's Responsibilities.**

**4.1 Complete and Sign Supplement.** Each Purchasing Entity must complete and sign a Supplement for each location at which it wants WCO Frame Relay. Each such Purchasing Entity is subject to the terms and conditions of the Agreement.

**4.2 Install Router and Related Hardware.** Each Purchasing Entity must install, at Purchasing Entity's sole expense: (a) a 56 kbps router or T1 router and CSU/DSU; and (b) the inside wiring between the demarcation point of the private line termination to the Purchasing Entity's CSU/DSU at its premises prior to the Order Due Date. Purchasing Entity understands and agrees that Contractor is not responsible for configuration and/or support of Purchasing Entity's router and/or CSU/DSU.

#### **4.3 Access.**

**4.3.1 Prior to Order Due Date.** Each Purchasing Entity must provide Contractor and/or its designees' access to its premises for testing and other required activities prior to the Order Due Date.

**4.3.2 Installation Access.** Each Purchasing Entity must provide Contractor access to its premises during normal business hours to install, inspect, maintain, repair, remove, or otherwise deal with any components between the Purchasing Entity's router and Contractor's router, including without limitation, the frame relay port, the digital local loop, the PVC (collectively, the "Components") necessary to provide the WCO Frame Relay. Purchasing Entity authorizes Contractor or its designee to make connections and perform other tasks that are necessary or desirable to enable Contractor to provide the WCO Frame Relay including connecting and making necessary attachments to Purchasing Entity's router and/or CSU/DSU.

**4.4 Use.** Purchasing Entity agrees that it will use WCO Frame Relay only to connect to the AT&T Wireless network, and only in conjunction with a wireless service product provided by or through Contractor under the Agreement. Purchasing Entity will not resell WCO Frame Relay.

**4.5 Security.** Purchasing Entity will be responsible for maintaining security for connectivity between Purchasing Entity and the AWS network. If the connectivity is achieved through a Persistent Connection, then Purchasing Entity must comply with all reasonable security requirements and procedures established by Contractor and provided to Purchasing Entity and must use an industry standard virus protection program on all networks that Purchasing Entity maintains that may be accessed by the Persistent Connection. All interconnections shall be subject to, and shall go through the appropriate Contractor firewall. If Contractor security believes that connection is insecure, a logical or physical audit may occur. Contractor will gather information relating to Purchasing Entity's access to Contractor networks, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Purchasing Entity understands and agrees that Contractor has the right to suspend or terminate the Persistent Connection in its sole discretion without notice. In the event of termination or suspension of the Persistent Connection, Purchasing Entity shall not be responsible for performance of any obligations pursuant to this Agreement that cannot reasonably be performed without the Persistent Connection. The Persistent Connection referenced above will be maintained for as long as necessary (but in any case shall terminate immediately upon termination or expiration of the Agreement).

**4.5.1** Notwithstanding anything in this Agreement to the contrary and without limitation as to nature or amount of damages, Purchasing Entity shall be liable for all loss, costs and damages, caused to the Contractor network or other facilities through the Persistent Connection.

## **5. Contractor's Responsibilities.**

**5.1 One PVC Installation.** If Purchasing Entity chooses the one (1) PVC option, then Contractor will provide installation of WCO Frame Relay with one (1) PVC that will connect Purchasing Entity's router to a terminating router on the AT&T Wireless network.

**5.2 Two PVC Installation.** If Purchasing Entity chooses the two (2) PVC option, then Contractor will provide the installation of a WCO Frame relay with two (2) PVCs that will connect Purchasing Entity's router to the terminating router on the AT&T Wireless network.

**6. Qualified Charges.** Charges incurred or in any way associated with WCO Frame Relay are not Qualified Charges as defined in the Program Description. As such, all charges associated with WCO Frame Relay are not eligible for the Service Discount nor are they subject to the Administrative Fees under the Master Price Agreement or any individual Participating Addendum.

## **7. Charges/Payments.**

**7.1 Monthly Recurring Charge.** Purchasing Entity must pay the monthly recurring charge per location as defined in the table below (respectively, the "Monthly Recurring Charge").

	WCO Frame Relay with one (1) PVC Option"WCO 1 PVC"(Local Access, Port & PVC)	WCO Frame Relay with two (2) PVCs Option"WCO 2 PVCs"(Local Access, Port & 2 PVCs)
Connectivity Speed	Monthly Price	Monthly Price
56 Kbps	\$349	N/A
128 Kbps	\$549	\$639
192 Kbps	\$679	N/A
256 Kbps	\$799	\$939
384 Kbps	\$1099	\$1199
512 Kbps	\$1349	\$1439
768 Kbps	\$1849	\$1949
1.544 Mbps	N/A	\$3199

**7.2 Custom APN and IP Addresses.** A custom APN and public IP addresses are required for WCO Frame Relay. Purchasing Entity must obtain the custom APN from Contractor, and may obtain the public IP addresses from Contractor or provide their own in accordance with Section

7.2.1. Purchasing Entity will pay a set-up charge of \$1,000 for the requisite custom APN regardless of whether Purchasing Entity obtains the public IP addresses from Contractor. If Purchasing Entity obtains public IP addresses from Contractor, they are available for a monthly recurring charge in accordance with the chart below. The initial set-up charge includes the APN and IP set-up charge. Following the initial set-up, each additional IP block will also incur a \$1000 set-up charge:

	Setup Charge	Monthly Recurring Charge
Public IPs within a Range – 30 Block	\$1,000	\$90 per account
Public IPs within a Range – 62 Block	\$1,000	\$186 per account
Public IPs within a Range – 126 Block	\$1,000	\$378 per account
Public IPs within a Range – 254 Block	\$1,000	\$762 per account
Public IPs within a Range – 510 Block	\$1,000	\$1,539 per account
Public IPs within a Range – 1022 Block	\$1,000	\$3,066 per account

**7.2.1 Customer-Provided IP Addresses.** If Customer provides its own IP addresses, Purchasing Entity will pay the \$1,000 APN set-up charge per account, per range of IP addresses, but will not pay Contractor a monthly recurring charge for those IP addresses. If Purchasing Entity is using multiple IP ranges, then multiple set-up fees will be charged to and paid by Purchasing Entity.

**7.3 Early Termination Charge.** If this Attachment is terminated within six (6) months of the Activation Date for any reason other than a breach by Contractor, Purchasing Entity will pay Contractor all charges incurred as of the termination date, plus an early termination charge equal to: (a) \$825 per location for a 1 PVC WCO Frame Relay, 56 kbps; or (b) \$1025 per location for a 1 PVC WCO Frame Relay, all other connectivity speeds; or (c) \$1050 per location 2 PVCs WCO Frame Relay, all speeds.

**7.4 Order Cancellation Charge.** If Purchasing Entity cancels its order for WCO Frame Relay before the Order Due Date, it will pay Contractor a fee of \$550 per location cancelled.

**7.5 Order Due Date Delay Charge.** Purchasing Entity will pay \$550 per WCO Frame Relay location if any of the following occurs: (a) Purchasing Entity requests a delay in the Order Due Date; (b) the router and/or CSU/DSU are not installed and configured by the Order Due Date; (c) Purchasing Entity's premises are not made available to Contractor and the local access providers prior to the Order Due Date; or (d) Purchasing Entity has not otherwise met its responsibilities under §5 of this Attachment.

**7.6 Expedited Order Due Date Charge.** Purchasing Entity must pay \$800 per location if Purchasing Entity requests and receives an expedited Order Due Date. Not all Order Due Dates can be expedited. Purchasing Entity and Contractor will work together to determine if the Order Due Date can be expedited.

**7.7 Order Change Charge.** Purchasing Entity must pay \$125 per location if Purchasing Entity initiates any of the following actions between the time the WCO Frame Relay order is placed and the Purchasing Entity's Activation Date: (a) upgrade speed of connection; (b) downgrade speed of connection; (c) change from WCO Frame Relay with one (1) PVC to WCO Frame Relay with two (2) PVCs or vice versa; (d) change from CDPD to GPRS.

**8. Support.** Contractor will provide Purchasing Entity WCO Frame Relay support through a toll free number to the applicable Purchasing Entity Care representative twenty-four (24) hours per day, seven (7) days a week.

**9. Ownership.** All Components installed or provided by Contractor are and will remain the property of Contractor, and may be removed by Contractor at any time the WCO Frame Relay or the associated service or application is disconnected. Purchasing Entity authorizes Contractor to make an exchange or modification of any Components or software. All Components installed or provided by Purchasing Entity shall remain the property of Purchasing Entity.

**10. Warranty Disclaimer.** FOR PURPOSES OF WARRANTIES, "EQUIPMENT" INCLUDES WCO FRAME RELAY COMPONENTS AND "SERVICE" INCLUDES WCO FRAME RELAY.

**11. Priority and Relationship to the Agreement.** This Attachment covers items relating to the provision of the WCO Frame Relay. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement with respect to the subject matter of this Attachment, the terms and conditions of this Attachment shall control. Except as expressly set forth herein, this Attachment shall not modify or amend any provisions of the Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Supplement, apply throughout all such documents.

**Exhibit A**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**Wireless Communication Services and Equipment**  
**Master Price Agreement #10-00115**  
**AT&T Wireless Connectivity Option - Frame Relay Connection and Information**  
**Supplement**

Purchasing Entity Legal Name ("Purchasing Entity")	D/B/A	Main Telephone Number	
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	
Check one: <input type="checkbox"/> State Agency <input type="checkbox"/> Other (please describe) _____			
Participating Entity: _____			
Participating Addendum (Date Signed): _____			

Contractor and Purchasing Entity hereby agree to the terms and conditions of the Master Price Agreement, the Participating Addendum, the AT&T Wireless Connectivity Option – Frame Relay Attachment (the "WCO Attachment"), and this Supplement. The terms, conditions and defined terms set forth in the above-referenced documents apply throughout all such documents. Purchasing Entity will complete one (1) Supplement for each location at which it wants WCO Frame Relay installed.

Contractor and Purchasing Entity agree to the following with respect to the WCO Attachment:

Supplement Effective Date: \_\_\_\_\_

Order Due Date: \_\_\_\_\_

Activation Date: \_\_\_\_\_

The AT&T Wireless WCO Frame Relay will be installed at the following location in accordance with the following specifications:

**Location** \_\_\_\_\_  
Address City State

**A. One PVC:** ☐ GPRS or ☐ CDPD

**Speed:** ☐ 56 kbps ☐ 128 kbps ☐ 192 kbps ☐ 256 kbps ☐ 384 kbps ☐ 512 kbps ☐ 768 kbps

**OR**

**B. Two PVCs:** ☐ 2 GPRS or ☐ 2 CDPD or ☐ 1 GPRS and 1 CDPD

**Speed:** ☐ 128 kbps ☐ 256 kbps ☐ 384 kbps ☐ 512 kbps ☐ 768 kbps ☐ 1.544 mbps  
(2 x 56 kbps) (2 x 128 kbps) (2 x 192 kbps) (2 x 256 kbps) (2 x 384 kbps) (2 x 768 kbps)

(Note: When Purchasing Entity orders two PVCs the connectivity speed checked is actually the sum of the connectivity speeds of each of the PVCs.)



\_\_\_\_\_, on behalf of itself and its Affiliates:

By (Authorized Signature): \_\_\_\_\_

Print Name and Title of Person Signing: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AWS National Accounts, LLC, on behalf of itself and the Carriers:

By (Authorized Signature): \_\_\_\_\_

Print Name and Title of Person Signing: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **AT&T Wireless Connectivity Option – Permanent Virtual Circuit Attachment**

**1. Wireless Connectivity Option - PVC.** Pursuant to the terms and conditions of this Attachment, Contractor will provide AT&T Wireless Connectivity Option - PVC to Purchasing Entities.

**2. Definitions.** In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to WCO PVC:

**2.1 "Activation Date"** means five (5) business days after the Order Due Date.

**2.2 "Agreement"** means WSCA Master Price Agreement #10-00115, any applicable Participating Addendum, this Attachment, and all corresponding Supplements.

**2.3 "APN"** means access point name.

**2.4 "CSU/DSU"** means a Channel Service Unit/Data Service Unit.

**2.5 "kbps"** means kilobits per second.

**2.6 "Order Due Date"** means thirty (30) calendar days after AT&T places the order and writes it to the AISE Order Writer System.

**2.7 "Persistent Connection"** means a persistent physical or logical connection such as a virtual private network or a frame relay connection.

**2.8 "PVC"** means a permanent virtual circuit.

**2.9 "Supplement"** means an AT&T Wireless Connectivity Option – PVC Connection and Information Supplement, substantially similar in form and substance to Exhibit "A" attached hereto.

**2.10 "Wireless Connectivity Option – PVC" and "WCO PVC"** mean a PVC that will connect a Purchasing Entity's router to a terminating router on the AT&T Wireless network.

**3. Term.** The initial term of this Attachment with respect to each Purchasing Entity begins on the Supplement Effective Date set forth in the corresponding Supplement, and continues throughout the term of the applicable Participating Addendum. After the initial term this Attachment will automatically continue from month to month until: (a) terminated by either party upon thirty (30) days written notice to the other party; or, (b) the Participating Addendum or the Agreement is terminated. **In no case will the term of the Attachment be later than that of the Master Price Agreement or any applicable Participating Addendum.**

#### **4. Purchasing Entity's Responsibilities.**

**4.1 Complete and Sign Supplement.** Each Purchasing Entity must complete and sign a Supplement for each location at which it wants WCO PVC. Each such Purchasing Entity is subject to the terms and conditions of the Agreement.

**4.2 Complete and Sign AT&T Frame Relay Service InterCorporate PVC Authorization.** Each Purchasing Entity must complete and sign the AT&T Frame Relay Service InterCorporate PVC Authorization which is substantially similar in form and substance to Exhibit "B" attached hereto.

**4.3 Install PVC.** Each Purchasing Entity must have a current subscription to AT&T Frame Relay Services with an available PVC at its premises prior to the Order Due Date. Purchasing Entity understands and agrees that Contractor is not responsible for configuration and/or support of Purchasing Entity's router and/or CSU/DSU.

**4.4 Use.** Purchasing Entity agrees that it will use WCO PVC only to connect to the AT&T Wireless network, and only in conjunction with a wireless service product provided by or through Contractor under the Agreement. Purchasing Entity will not resell WCO PVC.

**4.5 Security.** Purchasing Entity will be responsible for maintaining security for connectivity between Purchasing Entity and the AWS network. If the connectivity is achieved through a Persistent Connection, then Purchasing Entity must comply with all reasonable security requirements and procedures established by Contractor and provided to Purchasing Entity and must use an industry standard virus protection program on all networks that Purchasing Entity maintains that may be accessed by the Persistent Connection. All interconnections shall be subject to, and shall go through the appropriate Contractor firewall. If Contractor security believes that connection is insecure, a logical or physical audit may occur. Contractor will gather information relating to Purchasing Entity's access to Contractor networks, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Purchasing Entity understands and agrees that Contractor has the right to suspend or terminate the Persistent Connection in its sole discretion without notice. In the event of termination or suspension of the Persistent Connection, Purchasing Entity shall not be responsible for performance of any obligations pursuant to this Agreement that cannot reasonably be performed without the Persistent Connection. The Persistent Connection referenced above will be maintained for as long as necessary (but in any case shall terminate immediately upon termination or expiration of the Agreement).

**4.5.1** Notwithstanding anything in this Agreement to the contrary and without limitation as to nature or amount of damages, Purchasing Entity shall be liable for all loss, costs and damages, caused to the Contractor network or other facilities through the Persistent Connection.

#### **5. Contractor's Responsibilities.**

**5.1 PVC Installation.** Contractor will provide installation of a WCO PVC only which will connect Purchasing Entity's router to a terminating router on the AT&T Wireless network.

**6. Qualified Charges.** Charges incurred or in any way associated with the WCO PVC are not Qualified Charges as defined in the Program Description. As such, all charges associated with WCO PVC are not eligible for the Service Discount nor are they subject to the Administrative Fees under the Master Price Agreement or any individual Participating Addendum.

**7. Charges/Payments.**

**7.1 Monthly Recurring Charge.** Purchasing Entity must pay the monthly recurring charge per location as defined in the table below (respectively, the "Monthly Recurring Charge").

<b>PVC Only Option</b>	
<b>PVC Speed</b>	<b>Monthly Recurring Charge</b>
56 Kbps	\$75
128 Kbps	\$150
192 Kbps	\$225
256 Kbps	\$300
384 Kbps	\$450
512 Kbps	\$600
768 Kbps	\$900

**7.2 Custom APN and IP Addresses.** A custom APN and public IP addresses are required for the WCO PVC. Purchasing Entity must obtain the custom APN from Contractor, and may obtain the public IP addresses from Contractor or provide their own in accordance with Section 7.2.1. Purchasing Entity will pay a set-up charge of \$1,000 for the requisite custom APN regardless of whether Purchasing Entity obtains the public IP addresses from Contractor. If Purchasing Entity obtains public IP addresses from Contractor, they are available for a monthly recurring charge in accordance with the chart below. The initial set-up charge includes the APN and IP set-up charge. Following the initial set-up, each additional IP block will also incur a \$1000 set-up charge:

	<b>Setup Charge</b>	<b>Monthly Recurring Charge</b>
Public IPs within a Range – 30 Block	\$1,000	\$90 per account
Public IPs within a Range – 62 Block	\$1,000	\$186 per account
Public IPs within a Range – 126 Block	\$1,000	\$378 per account
Public IPs within a Range – 254 Block	\$1,000	\$762 per account
Public IPs within a Range – 510 Block	\$1,000	\$1,539 per account
Public IPs within a Range – 1022 Block	\$1,000	\$3,066 per account

**7.2.1 Customer-Provided IP Addresses.** If Customer provides its own IP addresses, Purchasing Entity will pay the \$1,000 APN set-up charge per account, per range of IP addresses, but will not pay Contractor a monthly recurring charge for those IP addresses. If Purchasing Entity is using multiple IP ranges, then multiple set-up fees will be charged to and paid by Purchasing Entity.

**7.3 Early Termination Charge.** If this Attachment is terminated within six (6) months of the Activation Date for any reason other than a breach by Contractor, Purchasing Entity will pay Contractor all charges incurred as of the termination date, plus an early termination charge equal to \$25 per location.

**7.4 Order Cancellation Charge.** If Purchasing Entity cancels its order for WCO PVC before the Order Due Date, it will pay Contractor a fee of \$550 per location cancelled.

**7.5 Order Due Date Delay Charge.** Purchasing Entity will pay \$550 per WCO PVC location if any of the following occurs: (a) Purchasing Entity requests a delay in the Order Due Date; (b) Purchasing Entity has not otherwise met its responsibilities under §4 of this Attachment.

**7.6 Expedited Order Due Date Charge.** Purchasing Entity must pay \$800 per location if Purchasing Entity requests and receives an expedited Order Due Date. Not all Order Due Dates can be expedited. Purchasing Entity and Contractor will work together to determine if the Order Due Date can be expedited.

**7.7 Order Change Charge.** Purchasing Entity must pay \$125 per location if Purchasing Entity initiates any of the following actions between the time the WCO PVC order is placed and the Purchasing Entity's Activation Date: (a) upgrade speed of connection; (b) downgrade speed of connection; (c) change from CDPD to GPRS.

**8. Support.** Contractor will provide Purchasing Entity WCO PVC support through a toll free number to the applicable Purchasing Entity Care representative twenty-four (24) hours per day, seven (7) days a week.

**9. Warranty Disclaimer.** FOR PURPOSES OF WARRANTIES, "SERVICE" INCLUDES WCO PVC.

**10. Priority and Relationship to the Agreement.** This Attachment covers items relating to the provision of the WCO PVC. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement with respect to the subject matter of this Attachment, the terms and conditions of this Attachment shall control. Except as expressly set forth herein, this Attachment shall not modify or amend any provisions of the Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Supplement, apply throughout all such documents.

**Exhibit A**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**Wireless Communication Services and Equipment**  
**Master Price Agreement #10-00115**  
**AT&T Wireless Connectivity Option - PVC Connection and Information Supplement**

Purchasing Entity Legal Name ("Purchasing Entity")	D/B/A	Main Telephone Number
Street Address	City	State
		ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number
Check one: <input type="checkbox"/> State Agency <input type="checkbox"/> Other (please describe) _____		
Participating Entity: _____		
Participating Addendum (Date Signed): _____		

Contractor and Purchasing Entity hereby agree to the terms and conditions of the Master Price Agreement, the Participating Addendum, the AT&T Wireless Connectivity Option – PVC Attachment (the "WCO Attachment"), and this Supplement. The terms, conditions and defined terms set forth in the above-referenced documents apply throughout all such documents. Purchasing Entity will complete one (1) Supplement for each location at which it wants the WCO PVC installed.

Contractor and Purchasing Entity agree to the following with respect to the WCO PVC Attachment:

Supplement Effective Date: \_\_\_\_\_

Order Due Date: \_\_\_\_\_

Activation Date: \_\_\_\_\_

The AT&T Wireless WCO PVC will be installed at the following location in accordance with the following specifications:

**Location** \_\_\_\_\_  
Address City State

☐ GPRS or ☐ CDPD

**Speed:** ☐ 56 kbps ☐ 128 kbps ☐ 192 kbps ☐ 256 kbps ☐ 384 kbps ☐ 512 kbps ☐ 768 kbps

<p>_____, on behalf of itself and its Affiliates:</p> <p>By (Authorized Signature): _____</p> <p>Print Name and Title of Person Signing: _____</p>
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## AMENDMENT #5 TO CONTRACT

Between the State of Nevada  
Acting By and Through Its

Department of Administration, Purchasing Division  
On behalf of Western States Contracting Alliance  
515 East Musser St., Ste. 300  
Carson City, NV 89701  
Contact Person: Teri Smith  
Phone: 775-684-0178 Fax: 775-684-0188

And

Sprint PCS  
2001 Edmund Halley Drive  
Mail Stop A2-5  
Reston, VA 20191  
Contact Person: Mary Lou Close  
Phone: 703-592-7846

WHEREAS the State of New Mexico, (the Original Lead State), has assigned all management and administration of the Western States Contracting Alliance Master Price Agreement No. 13-00115 to the State of Nevada (the Assigned Lead State); and

WHEREAS the State of Nevada, the Participating States and Sprint PCS (the Contractor) wish to continue the Agreement until a new procurement process is completed;

The parties agree as follows:

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Master Price Agreement #13-00115 and dated July 1, 2001, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

2. Paragraph 7 of the Master Price Agreement, Agreement Terms, is amended to read as follows:  
The Agreement is effective on July 1, 2001 for a term of five (5) calendar years, plus an additional six (6) months, through December 31, 2006, unless terminated pursuant to the terms of this agreement.

3. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract), Exhibit B (Nevada Terms and Conditions), Exhibit C (Assignment Agreement) are attached hereto, incorporated by reference herein and made a part of this amended contract.

4. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners or representative thereof.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

H. Don Frayer  
Independent Contractor's Signature

5/1/06 VICE PRESIDENT  
Date Independent's Contractor's Title

H. Don Frayer  
Signature

\_\_\_\_\_  
Date Title

Reg Smith  
Signature

5/4/06 Administrator  
Date Title

[Signature]  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 6-2-06

Approved as to form by:

(Date)

Susan E. Lee  
Deputy Attorney General for Attorney General

On 6-5-06  
(Date)